



8. IN THE UNITED STATES DISTRICT COURT
9. FOR THE WESTERN DISTRICT OF WASHINGTON
10. AT TACOMA

11. NSC ATLANTIC TRADING GMBH)
12. & CIE. KG,)

13. Plaintiff,)

14. v.)

15. SIVA BULK DMCC,)

16. Defendant,)

17. and)

18. WILHELMSSEN SHIP SERVICE, INC.)

19. The Master of the M/V PRASLIN,)

20. Garnishees.)
21. _____)

Civil Action No.: 3:19-cv-05596-RBL

IN ADMIRALTY

[PROPOSED] ORDER APPOINTING
SUBSTITUTE CUSTODIAN AND
AUTHORIZING OFFLOADING OF
BUNKERS AND ANY OTHER
PERSONAL PROPERTY OF
DEFENDANT

22.
23. Upon the application of Plaintiff NSC ATLANTIC TRADING GMBH & CIE EG
24. for an order appointing Marine Lenders Services, LLC through its managing member
25.

26. ORDER APPOINTING SUBSTITUTE CUSTODIAN - 1
Case No.

HOLMES WEDDLE & BARCOTT, PC
999 THIRD AVENUE, SUITE 2600
SEATTLE, WA 98104-4011
TELEPHONE (206) 292-8008
FAX (206) 340-0289

1. Buck Fowler, Jr. as substitute custodian, in lieu of the U.S. Marshal in this case, and
2. supported by the Certification of Buck Fowler, and good cause appearing,

3. NOW THEREFORE, IT IS HEREBY ORDERED:

4. i. Plaintiff's application is granted.

5. ii. The bunkers of the vessel M/V PRASLIN (the "Bunkers") have been or
6. will be attached by the U.S. Marshal.

7. iii. Upon the attachment of the Bunkers, Marine Lenders Services is hereby
8. appointed to act as substitute custodian on behalf of this Court, in place
9. and instead of the U.S. Marshal, until further order of this Court.

10. iv. Marine Lenders Services has expertise in the assessment and removal of
11. Bunkers, and its fees and expenses will be less than those of the U.S
12. Marshall.

13. v. Marine Lenders Services has no interest in the outcome of this lawsuit.

14. vi. The Vessel shall not be removed from the Port of Tacoma, except the
15. Bunkers be removed and transferred to the substitute custodian, or its
16. agent, for safekeeping, or as expressly ordered by the Court.

17. vii. Marine Lenders Services, LLC has obtained legal liability insurance
18. through Great American Insurance and Marine Policy with policy limits of
19. not less than \$2,000,000 which is expected to be adequate to respond in
20. damages for loss of or injury to the Bunkers, or for damages sustained by
21. third parties due to any acts, faults or negligence of the substitute
22. custodian. This insurance meets the requirements of LAR 135(c).

23. viii. In consideration of the U.S. Marshal's consent to the appointment of
24. Marine Lenders Services, LLC as substitute custodian, plaintiff agrees to
25. release the U.S Marshal from any and all liability and responsibility

1. arising out of the care and custody of the Bunkers and agrees to indemnify
2. and hold the U.S. Marshal harmless from any and all claims whatsoever
3. arising out of the substitute custodian's possession and safekeeping of the
4. vessel.

5. ix. Marine Lenders Services, LLC has agreed to accept custody of the
6. Bunkers and will safely keep the property in accordance with the terms of
7. this Order for the duration of its appointment as substitute custodian.

8. x. Upon the attachment of the Bunkers, the U.S. Marshal is authorized and
9. directed to surrender custody of the Bunkers to Marine Lenders Services,
10. LLC as substitute custodian herein, and that upon such surrender, the U.S.
11. Marshal shall be discharged from his duties and responsibilities for the
12. safekeeping of the Bunkers and held harmless from any and all claims
13. arising out of said custodial services.

14. xi. Marine Lenders Services, LLC, as substitute custodian, shall see to and be
15. responsible for the safekeeping of the Bunkers, and shall be allowed to
16. enter onto the M/V PRASLIN (the "Vessel") at any time for the
17. measurement, inspection, evaluation or transfer of the Bunkers.

18. xii. Marine Lenders Services, LLC, as substitute custodian, may retain such
19. experts as may be required to board the Vessel and evaluate the amount,
20. condition and makeup of the Bunkers, and advise regarding the transfer of
21. the Bunkers off of the Vessel.

22. xiii. That subject to final approval by the Court, all fees, costs and expenses
23. incurred by plaintiff or the substitute custodian pursuant to the terms of
24. this Order shall be deemed administrative expenses of the U.S. Marshal.
25.

1. xiv. That plaintiff's attorney shall send a copy of this Order to the owner of the
2. Vessel at the last address known by plaintiff.
3. xv. All crew members may remain on board the Vessel and continue to
4. operate and maintain all ship systems pending further order of this Court.

5. DATED this 1st day of July, 2019.

7. 
8. UNITED STATES DISTRICT JUDGE/MAGISTRATE

11. PRESENTED BY:

12. HOLMES WEDDLE & BARCOTT, PC
13. Attorneys for Plaintiff Coastal Transportation, Inc.

15. /s/John E. Casperson
16. John E. Casperson, WSBA No. 14292
17. 999 Third Avenue, Suite 2600
18. Seattle, WA 98104-4011
19. Fax: 206-340-0289
20. Email: jcasperson@hwb-law.com

24. G:\827\16583 - JEC\PRASLIN\Order.Subst Custodian.docx

26. ORDER APPOINTING SUBSTITUTE CUSTODIAN - 4
Case No.

HOLMES WEDDLE & BARCOTT, PC
999 THIRD AVENUE, SUITE 2600
SEATTLE, WA 98104-4011
TELEPHONE (206) 292-8008
FAX (206) 340-0289